

The Village of Northfield

REGULAR COUNCIL MEETING Agenda – January 24, 2018

Pledge of Allegiance

Call to Order; Roll Call; Approval of Minutes

Presentation of Petitions, Memorials and Remonstrances

Reports of Municipal Officers:

Jesse J. Nehez, Mayor
Tricia Ingrassia, Finance Director
Richard Wasosky, Engineer
Brad Bryan, Law Director

Department Heads:

John Zolgus, Police Chief
Jason Buss, Fire Chief
Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:

Alan Hipps, Planning Commission
Mayor Nehez, Recreation Board
Beatrice Greenlee, Cemetery Board

Reports of Standing Committees:

Nicholas Magistrelli, Finance
Keith Czerr, Roads and Public Works
Renell Noack, Health and Welfare
Gary Vojtush, Wages and Working Conditions
Jennifer Domzalski, Fire and Safety
Alan Hipps, Buildings and Grounds

Legislation:

2019-09 – An Emergency Ordinance Establishing Section 1268.12 of the Planning and Zoning Code Relating to Prohibited Window Frame Lighting in B-1, B-2, and B-3 Districts (Second Reading)

2018-10 – An Emergency Resolution Authorizing the Mayor to Enter into a Lease and Maintenance Agreement with Toshiba Financial Services for a Service Department Copier (First Reading)

2018-11 – An Emergency Ordinance Amending Chapter 246 of the Codified Ordinances Relation to Provisions Specific to Firefighters (First Reading)

2018-12 – An Emergency Ordinance Amending Chapter 891 of the Business Regulation and Taxation Code as Required by Ohio HB 49 (First Reading)

Old Business; New Business; Announcements; Adjournment

VILLAGE OF NORTHFIELD ORDINANCE NO. 2017-09
AN EMERGENCY ORDINANCE ESTABLISHING SECTION 1268.12 OF THE
PLANNING AND ZONING CODE RELATING TO PROHIBITED WINDOW FRAME
LIGHTING IN B-1, B-2, AND B-3 DISTRICTS

WHEREAS, the placement of light emitting diode or other similar types of bar, string, or strand lighting, whether white or another color, within or directly outside of window frames of business district buildings, are aesthetically displeasing and unduly distracting to motorists, patrons, and pedestrians; and

WHEREAS, the above types of lights debase the appearance of the properties upon which they are located and the surrounding businesses and neighborhoods; and

WHEREAS, the Mayor and Council wish to enact Section 1268.12 of the Codified Ordinances prohibiting businesses located in B-1, B-2, and B-3 Districts to place light emitting diode or other types of bar, string, or strand lighting, whether white or another color, within or directly outside of window frames of their buildings.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby enacts Section 1268.12 of the Codified Ordinances as indicated in the attachment hereto.

SECTION 2. That the rest and remainder of the Codified Ordinances shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with maintaining the aesthetic appearance and safety of the Village's business districts and neighborhoods, and this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council

1268.12 PROHIBITED WINDOW AND WINDOW FRAME LIGHTING IN BUSINESS DISTRICTS.

(a) In B-1, B-2, and B-3 Business Districts, light emitting diode or other similar types of bar, string, or strand lighting, whether white or another color, shall be prohibited from being placed within or directly outside of window frames of the building. The within prohibition does not apply to signs that are permitted by the Village's sign code.

(b) Penalty. Any person, firm, entity, or company, including, but not limited to, the owner of the property, his or her authorized property manager or agent, or any tenant or occupant in control of the building space in question who violates or fails to comply with any provision of this section is guilty of a misdemeanor of the fourth degree. The institution of any penalties provided herein shall not preclude the Municipality from instituting any additional appropriate action or proceeding in a court of proper jurisdiction to require compliance with the provisions of this section.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-10
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
LEASE AND MAINTENANCE AGREEMENT WITH TOSHIBA FINANCIAL SERVICES
FOR A SERVICE DEPARTMENT COPIER

WHEREAS, the Village needs to replace its Service Department copy machine; and

WHEREAS, the Mayor and Director of Finance have investigated the Village's options and have determined that the Toshiba ES3505AC Model best suits the Village's needs for the best price; and

WHEREAS, Council desires to authorize the Mayor to enter into a Lease and Maintenance Agreement for a Toshiba ES3505AC copy/fax/san machine for the Service Department.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into the attached Lease and Maintenance Agreement with Toshiba Financial Services for a Toshiba ES 3505AC copy/fax/san machine for the Service Department with the equipment set forth in the attached Agreement. The Agreement provides for 63 monthly payments of \$345 a month, a \$75 one time documentation fee, and the excess copies per month charges set forth in the Agreement.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the efficient operation of the Service and Building Departments, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council

TOSHIBA

BUSINESS SOLUTIONS

LEASE WITH MAINTENANCE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name:	Village of Northfield	Fed. Tax ID #:	34-6002060
Contact Person:	Jesse Nehez	Bill-To Phone:	330 467 7130
Billing Address:	10455 Northfield Rd	City, State-Zip:	Northfield, OH 44067
Equipment Location: (if different from above)		City, State-Zip:	

TBS LOCATION

Contact Name:	Subsidiary Location:
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EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	SERIAL NUMBER	STARTING METER
1. Toshiba ES3505AC w/finisher abd fax		
2.		
3.		

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	63	of \$	345.00	* Security Deposit:	\$	-	<input type="checkbox"/> Received	(plus applicable taxes)
Payment includes:	2,000	B&W Images Per Month - Excess Images at	\$0.00900	Per B&W Image	End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value 2. Renew the Lease per section 16 3. Return Equipment			
Payment includes:	2,500	Color Images Per Month - Excess Images at	\$0.04500	Per Color Image				
Payment includes:		Scan Images Per Month - Excess Images at	\$-	Per Scan Image				
Payment includes:		Black Print Images Per Month - Excess Images at	\$-	Per Black Print Image				
Payment includes:		Color Print Images Per Month - Excess Images at	\$-	Per Color Print Image				
Excess Images Billed:	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	Lease payment period is monthly unless otherwise indicated.						
Documentation Fee:	\$75.00 (included in First Invoice) <input type="checkbox"/> See Attached form (Schedule "A") for Additional Equipment							

* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Print Name:	Jesse Nehez	Signature: X	Title:	Mayor	Date:
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PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor:	Signature: X	Date:
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TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the equipment and are not party to any service maintenance agreement.
2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
3. **Image Charges:** Each month during the Term of this Lease, you agree to remit to us the Lease Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Lease payment, you are entitled to produce the Minimum Number of Images for each applicable Image type each month. You also agree to pay us the Excess per Image Charge for each metered image that exceeds the applicable Minimum Number of Images. We reserve the right to estimate the number of Images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the lease payment and/or the Excess per Image Charge each year during the Term of the Schedule by an amount not to exceed ten percent (10%) of the Lease payment and/or the Excess per Image Charge in effect at the end of the prior annual period. At our option, you will (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with TBS, you continue to pay us all Lease payments and Excess per Image Charges without deductions or withholding deductions.
4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.
5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.
8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.
10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
13. **Default:** You will be in default under this Lease if (a) we do not receive any payment due under this Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 6% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.
15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment, as determined by us in our reasonable discretion plus applicable sales and other taxes.
16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.
19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.
22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.
23. **TBS OBLIGATIONS FOR MAINTENANCE AND SUPPLIES**
 - a. TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If service is provided at time other than during TBS's normal business hours is furnished upon your request, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary by carelessness of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - b. Except as provided below, TBS will replace all covered parts, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - c. If you are in default under this Lease, TBS has the right to deny performing any service and/or supplying any products.
 - d. Under this Lease, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Lease is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - e. Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other equipment not covered by this Agreement. You must purchase paper and staples separately.
 - f. Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

VILLAGE OF NORTHFIELD ORDINANCE NO. 2018-11

AN EMERGENCY ORDINANCE AMENDING CHAPTER 246 OF THE CODIFIED ORDINANCES RELATING TO PROVISIONS SPECIFIC TO FIREFIGHTERS

WHEREAS, the Fire Chief, Mayor, and Council desire to amend Chapter 246 of the Administrative Code to modify provisions specific to Firefighters.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby amends Chapter 246 of the Administrative Code as is indicated in the attachment hereto that is incorporated herein.

SECTION 2. That the rest and remainder of the Codified Ordinances of the Village of Northfield shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were rendered in an open meeting of this Council and/or were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the protection of the Village's residents and visitors and the attraction and retention of quality employees in the Village's Fire Department, and that this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council

CHAPTER 246
Fire Department

246.01 Establishment.	246.06	Authority of rescue squad.
246.02 Composition.	246.065	Ambulance emergency
246.03 Appointments; probation;		squad service.
physical examination.	246.07	Fire investigations.
246.04 Qualifications.	246.08	Compensation.
246.05 Petty cash fund. (Repealed)	246.09	Uniform allowance.
	246.10	Provisions specific to Full-
		Time firefighters

246.01 ESTABLISHMENT.

There is hereby created a Fire Department in and for the Municipality.

246.02 COMPOSITION.

The Fire Department shall consist of a Fire Chief and such other officers and firefighters deemed necessary by Council.

246.03 APPOINTMENTS; PROBATION; PHYSICAL EXAMINATION.

(a) The Mayor is hereby authorized to appoint firefighters with the advice and consent of Council, for a probationary period of one year, and no appointment shall be finally made until the appointee has satisfactorily served his or her probationary period.

(b) No person shall receive an appointment under subsection (a) hereof unless he or she has, not more than sixty days prior to receiving such appointment, passed a physical examination, given by a licensed physician, showing that he or she meets the physical requirements necessary to perform the duties of the position to which he or she is to be appointed as established by Council. The professional fee for such physical examination shall be paid by the Municipality.

246.04 QUALIFICATIONS.

To be eligible to receive an original appointment to the Fire Department as a firefighter, the person applying shall be required to have the following qualifications:

- (a) Have the requisite mental and physical capacity to meet the job requirements;
- (b) Be certified as a Level II Firefighter and EMT Basic within six months of his or her hire date;
- (c) Be a high school graduate; and
- (d) Be at least eighteen years of age.

246.05 PETTY CASH FUND. (REPEALED)

(EDITOR'S NOTE: Section 246.05 was repealed by Ordinance 2013-109, passed October 9, 2013)

246.06 AUTHORITY OF RESCUE SQUAD.

Fire Department members may transport patients to any medical facility that they deem is medically necessary. In cases in which the medical staff deems a patient unstable, patients must be transported to the closest, most appropriate hospital in accordance with the laws of the State of Ohio.

246.065 AMBULANCE EMERGENCY SQUAD SERVICE.

(a) The Village provides ambulance emergency squad services at the rates set forth in the Equipment and Supplies Fee Schedule established by the Summit County Fire Chief's Association, as amended from time to time. If the user has insurance, the Village will accept as full payment the usual and customary rates as allowed by the particular insurance company for the services provided.

(b) The Director of Finance, or his or her designee, is hereby directed to collect all such sums and deposit the same into the general Fire Department account. Monies received as reimbursement for ambulance emergency squad service shall be used for Department expenditures.

246.07 FIRE INVESTIGATIONS.

(a) The Fire Chief, Fire Prevention Officer, Captain, Line Lieutenants and Fire Prevention Officer of the Fire Department are hereby authorized and required to be present at all fires, investigate the cause thereof, examine witnesses, compel the attendance of witnesses and the production of books and papers, and to do and perform all other acts necessary to the effective discharge of such duties.

(b) Such officers may administer oaths, make arrests and enter, for the purpose of examination, any building which contained a fire. Such officers shall report their proceedings and findings to Council at such times as are required.

246.08 COMPENSATION.

(a) Rates of compensation for officers and other members of the Fire Department shall be determined by Council.

(b) Time and one-half shall be paid for hours worked in excess of 212 hours in a twenty-eight day work period at the firefighter's hourly rate at the time the overtime was incurred. The hourly rate for overtime paid to full-time officers shall be calculated based upon a

2756 hour annual work year. In calculating overtime pay, hours not worked because of sick leave, vacation, and compensatory time shall be included as hours worked in determining whether overtime has been earned.

(c) All members of the Fire Department shall be entitled to fire drill and fire call pay, including the officers, with the exception of full-time officers that are already scheduled to work and working at the time of the drill or fire call.

(e) The time cards of the firefighters must first be approved by the Fire Chief before the Finance Director shall be permitted to make any payment to any member of the Department.

(f) Part-time firefighters shall be paid at time and one-half of their regular rate for hours worked on the following Holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

(g) New EMT and Paramedic Incentive Bonus. All Department employees who maintain their certifications and meet the minimum station work requirements of 300 hours per year shall be entitled to the following certification bonus, payable in December of each year: Emergency Medical Technicians-- \$150 per year; and Paramedics-- \$350 per year. Employees shall be entitled to receive only one bonus during each calendar year.

246.09 UNIFORM ALLOWANCE.

(a) All full-time active members of the Fire Department shall receive an annual uniform allowance in an amount up to ~~five~~ six hundred dollars (~~\$500~~600.00) based upon the firefighter's current uniform needs as reasonably determined by the Fire Chief. All part-time active members of the Fire Department shall receive an annual uniform allowance in an amount up to ~~three~~ four hundred dollars (~~\$300~~400.00) based upon the firefighter's current uniform needs as reasonably determined by the Fire Chief.

(b) All purchases made pursuant to the uniform allowance shall be made by purchase order authorization with the approval of the Fire Chief.

(c) The uniform allowance is provided on a calendar year basis only, and there shall be no vesting or carryover from one year to another of any unused portion of such allowance.

(d) The Fire Chief shall be responsible for keeping a running balance of what portion of their annual uniform allowance each Department member has used and has left.

(e) Specific uniform needs for a particular firefighter or firefighters that exceed the ~~three four hundred dollars (\$300.00)~~ per person per calendar year uniform allowance may, under special circumstances, be approved by the Chief after receiving specific authorization from Council.

(h) Should a uniform be damaged or soiled due to the course of work, the Department will replace those items as they are turned in.

246.10 PROVISIONS SPECIFIC TO FULL-TIME FIREFIGHTERS.

(a) Work Schedule. Full-time firefighters shall primarily be assigned to work 24 hour work days, starting at a time of day designated by the Fire Chief, with 212 hours worked in a 28 day work cycle and seven (7) Kelly Days per year. Kelly Days shall not be considered as hours worked for the purposes of calculating overtime.

(b) Compensatory Time. Any firefighter who works overtime for the Municipality shall, in lieu of being paid for the overtime hours, have the option of receiving compensatory time off in an amount equal to one and one-half hour for each hour of overtime worked. ~~Compensatory time earned shall be used no later than the second calendar quarter after the quarter in which the compensatory time was earned.~~ All compensatory time shall be used in the year it is earned and may not be carried over into a subsequent year. At the conclusion of each calendar year, all unused compensatory time will automatically be converted to cash and be paid out to the employee prior to January 31 of the year after which it is earned at the pay rate in effect at the time the compensatory time was earned.

(c) Sick Leave. Full-time firefighters shall be entitled to sick leave benefits as provided by Section 258.02 of the Codified Ordinances.

(d) Vacation. Full-time firefighters shall be entitled to vacation benefits as follows.

Completed Years of Service	Shifts
1 – 4	5 Shifts
5 – 9	7 Shifts
10 – 14	9 Shifts
15+	12 Shifts

Earned vacation shall be awarded on a calendar year basis based upon the Employee's anniversary date in accordance with the above schedule. Vacation earned as a result of time worked in the calendar year the Employee commences employment for the calendar year subsequent to the calendar year the Employee commences employment shall be pro-rated based upon the Employee's anniversary date. For all years subsequent to the calendar year after the Employee's hire year, the Employee shall be entitled to the number of vacation shifts set forth in

the above schedule based upon the years of service level reached by the employee during the calendar year.

Vacation time shall be taken at times approved by the Fire Chief. Requests for vacation shall be submitted at least fourteen (14) days in advance of the days requested and shall be approved or denied by the Fire Chief within five (5) days. Once approved, such approval cannot be cancelled by the Fire Chief, except in the case of an emergency.

Any Employee who quits, is terminated, or retires and has unused vacation shall receive compensation for such time. Vacation time earned for the year the Employee leaves employment shall be prorated based upon the date of departure.

All vacation time shall be earned on a calendar year basis and shall be taken by December 31 of the year in which it is earned. Otherwise, such time shall lapse, and no money shall be paid for any unused vacation or personal absence time except as set forth herein. At the conclusion of each calendar year, Fire Department employees may elect to be paid for their unused vacation days for the prior year, at the prior calendar year pay rate, up to a maximum of one-half of the employee's past year annual vacation allowance. Such payments owed pursuant to this provision shall be made to the employee prior to January 31 of each year. Employees will not be paid for unused time beyond the one-half of the employee's past year annual vacation allowance limit specified above.

(e) Holiday Compensation. Full-time firefighters shall receive time and one half pay for each hour worked on the following holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. After completing six months of full-time service, full-time firefighters shall be entitled to ~~eight~~ twelve hours of paid time off for each of the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Firefighters may use holiday time at any time in the calendar year in which the holidays occur, even prior to the date of the holiday, subject to the following restrictions. Holiday time shall be taken at times approved by the Chief. Requests for holiday time shall be submitted at least sixty (60) days in advance of the requested day(s) off and shall be approved or denied by the Chief within seven (7) days. Employees shall be required to take all holiday time to which they are entitled no later than the end of the quarter in which the designated holiday falls within the calendar year. Employees shall be required to take all holiday time to which they are entitled no later than the end of the quarter in which the designated holiday falls within the calendar year. If a firefighter takes holiday time prior to the occurrence of the holiday and leaves his or her employment with the Village, for any reason, prior to the occurrence of the holiday, or otherwise becomes not entitled to take or be compensated for the holiday time previously taken, pay for the holiday time will either be deducted from the employee's last paycheck or the firefighter will be required to reimburse the Village for any such holiday time.

(f) Bereavement Pay. All full-time firefighters shall be entitled to paid leave for up to two consecutive scheduled shifts when a death occurs in their immediate family. On his or her request, a firefighter will be excused after making written application therefore to the Fire Chief or his designee. All paid leave must fall between the date of death and the second calendar day after the date of the funeral. Payment shall be made at the firefighter's straight time hourly rate. For the purposes of this section, "immediate family" means a spouse, parent, child, mother-in-law, father-in-law, sister, or brother. In order to be eligible for bereavement pay, the firefighter must attend the funeral of the deceased immediate family member.

(g) Health Insurance. Full-time firefighters shall be entitled to the health insurance benefits provided to other full-time Village employees. Employees that completely decline to participate in one of the Village's health insurance plans, despite being eligible to do so, are entitled to receive one-half of the cost of the employee's individual, single coverage premium that would otherwise be paid by the Village. Payment will be made to such employees at or near the time the Village regularly pays its health insurance premiums.

(h) Jury Duty. In the event a full-time firefighter cannot work a scheduled shift on account of jury service, he or she will receive his or her regular pay for all shifts missed on account of the jury service.

(i) Longevity Pay. Effective from the date of completion of five full years of continuous service as a full-time firefighter with the Village, all full-time firefighters shall receive longevity payments, in the amount of \$250.00 per year, plus an additional \$75.00 per year for each additional year after the fifth year, up to a maximum of \$1,375.00 after twenty years of service. The longevity pay shall be added to the full-time firefighter's amount of annual compensation and be paid out in equal installments in the firefighter's regular paycheck. Any interruption in the firefighter's service with the Municipality, except for allowed vacations, compensatory time, holidays, sick leave, bereavement leave, disciplinary suspension, and/or an authorized leave of absence, shall be deemed a termination of such firefighter's tenure with the Department for the purpose of determining his or her eligibility for longevity pay.

(j) Eligibility for Promotion to Full-Time Lieutenant. In order for a Full-Time Firefighter to be eligible for promotion to Lieutenant, the following requirements must be met:

1. Paramedic Certificate;
2. Completed EMS Instructor Certificate;
3. Completed Fire Instructor Certificate;
4. Completed Fire Safety Inspector Certificate;
5. Completed NIMS ICS 100, 200, 300, 700, and 800;
6. Completed Fire Officer 1 Training;

7. Completed "Blue Card" or similar Incident Command Training (available at NFA); and
8. Pass Village promotional exam with score of 80% or greater (may test once per year).

(k) Eligibility for Promotion to Full-Time Captain. In order for a Full-Time Firefighter to be eligible for promotion to Captain, the following requirements must be met:

1. All requirements mandated for Lieutenant promotion;
2. Completed NIMS ICS 400;
3. Completed Fire Officer 2 Training; and
4. Minimum three years' experience as a full-time or part-time Lieutenant (five years' experience as a full-time or part-time Lieutenant is preferred).
5. A two to four year degree (or program certificate) in Emergency Management, Fire Science, Emergency Preparedness, or a similar degree is preferred but not required.

(l) Mandatory Overtime. The Fire Chief has the right to require Full-Time Firefighters to work mandatory overtime should staffing issues arise.

VILLAGE OF NORTHFIELD ORDINANCE NO. 2018-12

**AN EMERGENCY ORDINANCE AMENDING CHAPTER 891 OF THE BUSINESS
REGULATION AND TAXATION CODE AS REQUIRED BY OHIO H.B. 49**

WHEREAS, the Home Rule Amendment of the Ohio Constitution, Article XVIII, Section 3, provides that "Municipalities shall have authority to exercise all powers of local self-government," and the municipal taxing power is one of such powers of local self-government delegated by the people of the State to the people of municipalities; and

WHEREAS, Article XIII, Section 6 of the Ohio Constitution provides that the General Assembly may restrict a municipality's power of taxation to the extent necessary to prevent abuse of such power, and Article XVIII, Section 13 of the Ohio Constitution states that "laws may be passed to limit the powers of municipalities to levy taxes and incur debts for local purposes;" and

WHEREAS, the General Assembly enacted H.B. 5 in March of 2015, and mandated that municipal income tax codes be amended such that any income or withholding tax is levied in accordance with the provisions and limitations specified in Ohio Revised Code Chapter 718; and

WHEREAS, the General Assembly enacted H.B. 49 in October of 2017, which has required additional amendments to the Village's Tax Code to include therein the amendments to R.C. Chapter 718 specified in H.B. 49.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit and State of Ohio,

SECTION 1. That Chapter 891 of the Codified Ordinances are hereby amended to read as set forth in the attachment hereto.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption this legislation that resulted in formal action were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public health, safety, and welfare and for the further reason that it is immediately necessary to provide for the usual daily operations of the municipality and allow for the continuous collection of municipal income tax in accordance with H.B. 5 and H.B 49 without interruption. This Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passes by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council